

Memorandum for General RFP Configuration

To: Vendor with current valid proposal for General RFP # 3644 for Computer Hardware and Software or General RFP #3645 for Consulting Services

From: Craig P. Orgeron, Ph.D.

CC: ITS Project File Number 39409

Date: December 22, 2011

Subject: Letter of Configuration (LOC) Number 39409 for the procurement of secure file transfer services for the Mississippi Secretary of State's Office (SOS)

Contact Name: Ravaughn Robinson

Contact Phone Number: 601-432-8170

Contact E-mail Address: Ravaughn.Robinson@its.ms.gov

The Mississippi Department of Information Technology Services (ITS) is seeking the software described below on behalf of the Mississippi Secretary of State's Office (SOS). Our records indicate that your company currently has a valid proposal on file at ITS in response to General RFP #3644 for Computer Hardware and Software or General RFP #3645 for Consulting Services. Please review this document to determine if your company offers services that meet the requirements of this project. Written responses for the requested services will be considered.

1. GENERAL LOC INSTRUCTIONS

- 1.1 Beginning with Item 3, label and respond to each outline point as it is labeled in the LOC.
- 1.2 The Vendor must respond with "ACKNOWLEDGED," "WILL COMPLY," or "AGREED" to each point in the LOC including the attached *Standard Software License and Maintenance Agreement*, (Attachment D), as follows:
 - 1.2.1 "ACKNOWLEDGED" should be used when a Vendor response or Vendor compliance is not required. "ACKNOWLEDGED" simply means the Vendor is confirming to the State that he read the statement. This is commonly used in sections where the agency's current operating environment is described or where general information is being given about the project.

- 1.2.2 “WILL COMPLY” or “AGREED” are used interchangeably to indicate that the Vendor will adhere to the requirement. These terms are used to respond to statements that specify that a Vendor or Vendor’s proposed solution must comply with a specific item or must perform a certain task.
- 1.3 If the Vendor cannot respond with “ACKNOWLEDGED,” “WILL COMPLY,” or “AGREED,” then the Vendor must respond with “EXCEPTION.” (See instructions in Item 9 regarding Vendor exceptions.)
- 1.4 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested in addition to “WILL COMPLY” or “AGREED”.
- 1.5 In addition to the above, Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

2. GENERAL OVERVIEW AND BACKGROUND

The Mississippi Secretary of State's Office (SOS) is seeking to automate the secure transferring of state-wide election results from participating counties to the existing real-time election night reporting system. This process is intended to eliminate duplicate data entry and manual procedures and to provide the general public with faster access to election results.

3. PROCUREMENT PROJECT SCHEDULE

Task	Date
Release of LOC	Thursday, December 22, 2011
Deadline for Vendors’ Written Questions	Tuesday, January 3, 2012
Addendum with Vendors’ Questions and Answers	Friday, January 6, 2012
Proposals Due	Thursday, January 12, 2012
Proposal Evaluation	Thursday, January 12 – Thursday, January 19, 2012
Vendor Demonstrations (optional)	Monday, January 23, 2012
Notification of Award	Tuesday, January 24, 2012
Contract Negotiations	Tuesday, January 24 – Monday, February 13, 2012
Pilot “Go-live”	Tuesday, March 13, 2012

4. STATEMENTS OF UNDERSTANDING

- 4.1 The proposed solution will be used for all statewide elections, including primary, secondary, special, and general elections.
- 4.2 MSOS utilizes the Election Systems & Software (ES&S) Global Election Management System (GEMS) software.
 - 4.2.1 GEMS is a Microsoft Windows-based election management software that accumulates and tallies votes cast.
 - 4.2.2 The software is an ES&S proprietary product that utilizes an access database to manage and organize election data.
 - 4.2.3 “GEMS Server” refers to the physical server, including the operating system (Windows Server 2003), the election management software, and the physical configuration of the server.
- 4.3 MSOS intends to pilot the proposed solution during the 2012 Presidential primary elections on March 13, 2012.
- 4.4 The Vendor must provide pricing for all software, maintenance, and support for the proposed solution.
- 4.5 Vendor must be aware that ITS reserves the right to make additional purchases at the proposed prices for a six (6) month period.
- 4.6 Vendor must be aware that ITS reserves the right to award this project to one or more Vendors if advantageous to the State.
- 4.7 Vendor must be aware that the specifications detailed below are minimum requirements. Should Vendor choose to exceed the requirements, Vendor must indicate in what manner the requirements are exceeded.
- 4.8 All specifications listed in this document are intended to be open and competitive. Vendors are encouraged to question any specification that appears to be closed and/or restricts competition.
- 4.9 The State reserves the right to solicit Best and Final Offers (BAFOs) from Vendors, principally in situations in which proposal costs eclipse available funding or the State believes none of the competing proposals presents a Best Value (lowest and best proposal) opportunity. Because of the time and expense incurred by both the Vendor community and the State, BAFOs are not routinely conducted. Vendors should offer their best pricing with the initial solicitation.

Situations warranting solicitation of a BAFO will be considered an exceptional practice for any procurement. Vendors that remain in a competitive range within an evaluation may be requested to tender Best and Final Offers, at the sole discretion of the State. All such Vendors will be provided an equal opportunity to respond with a Best and Final Offer under a procedure to be defined by the State that encompasses the specific, refined needs of a project, as part of the BAFO solicitation. The State may re-evaluate and amend the original project specifications should it be deemed necessary in order to improve the opportunity for attaining Best Value scenarios from among the remaining competing Vendors. All BAFO proceedings will be uniformly conducted, in writing and subject to solicitation by the State and receipt from the Vendors under a precise schedule.

- 4.10 It is the State's intention that the software ship to SOS at 700 North Street, Jackson, MS 39202 no less than one (1) week prior to "Go Live" date.
- 4.11 Vendor acknowledges that if awarded, it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor will agree to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State.
- 4.12 Vendor acknowledges that violating the E-Verify Program (or successor thereto) requirements subjects Vendor to the following: (a) cancellation of any state or public contract and ineligibility for any state or public contract for up to three (3) years, with notice of such cancellation being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. Vendor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.
- 4.13 Vendor acknowledges and certifies that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.

- 4.14 From the issue date of this LOC until a Vendor is selected and the selection is announced, responding Vendors or their representatives may not communicate, either orally or in writing regarding this LOC with any statewide elected official, state officer or employee, member of the legislature or legislative employee except as noted herein. To ensure equal treatment for each responding Vendor, all questions regarding this LOC must be submitted in writing to the State's Contact Person for the selection process, no later than the last date for accepting responding Vendor questions provided in this LOC. All such questions will be answered officially by the State in writing. All such questions and answers will become addenda to this LOC. Vendors failing to comply with this requirement will be subject to disqualification.
- 4.14.1 The State contact person for the selection process is: Ravaughn Robinson, Technology Consultant, 3771 Eastwood Drive, Jackson, Mississippi 39211, 601-432-8170, Ravaughn.Robinson@its.ms.gov.
- 4.14.2 Vendor may consult with State representatives as designated by the State contact person identified in 4.14.1 above in response to State-initiated inquiries. Vendor may consult with State representatives during scheduled oral presentations and demonstrations excluding site visits.
- 4.15 Subject to acceptance by ITS, the Vendor acknowledges that by submitting a proposal, the Vendor is contractually obligated to comply with all items in this LOC, including the *Standard Software License and Maintenance Agreement*, Attachment D if included herein, except those listed as exceptions on the *Proposal Exception Summary Form*. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. Vendors may not later take exception to any point during contract negotiations.

5. SCOPE OF WORK

- 5.1 The awarded Vendor must work with MSOS to perform analysis and design services necessary for the identification and documentation of requirements to automate the workflow process to securely transfer election results.
- 5.1.1 The awarded Vendor must create a detailed Statement of Work (SOW) documenting the analysis and design and submit the SOW to MSOS for approval.

6. FUNCTIONAL/TECHNICAL REQUIREMENTS

- 6.1 The proposed application must be a State-hosted solution.
- 6.2 The Vendor must provide data collection for the GEMS Server.
 - 6.2.1 The proposed application must provide network connectivity via wireless data cards with USB interface with secure network connection.
 - 6.2.2 The proposed application must provide an application or service to extract election data from the GEMS database and upload to an intermediate database hosted on an application/database server.
 - 6.2.3 The proposed application must be a .NET desktop application on the GEMS workstation. This application will establish a secure connection to the intermediate application / database server. Upon connection, this application will perform an automatic update of itself if a newer version of the application is detected on the server. At pre-set time intervals, this application will extract election data from the GEMS database and send this data via a JSON/SOAP Web Service to the intermediate database.
- 6.3 The Vendor must provide an Intermediate Application / SQL Database.
 - 6.3.1 The proposed application must be a .NET web application on the intermediate application/database server.
 - 6.3.2 The proposed application must, with each new election, provide functionality for authorized users to log in to the web application and manually import the baseline election data from the GEMS into the intermediate database.
 - 6.3.3 The proposed application must provide authorized MSOS users the ability to clear/archive previous election results and statistics.
 - 6.3.4 The proposed application must display upload statistics in a dashboard view (e.g. by county, precinct, etc.)
 - 6.3.5 The proposed application must provide the means of XML & RSS data feeds to approved subscribers.
 - 6.3.6 The Vendor must provide an application to import extracted election data from GEMS.

- 6.3.6.1 The Vendor must provide an application to automatically import baseline election data from GEMS via the GEMS Server Application detailed in 6.2
- 6.3.6.2 The proposed application must update the intermediate database with election data and upload statistics (e.g. which county office(s) have reported, etc.) once the election data is received by the Web Service.
- 6.3.7 The Vendor must provide an intermediate database to collect election data.
 - 6.3.7.1 The Vendor must develop a MS SQL Server database hosted by the MSOS for election data.
 - 6.3.7.2 The proposed database must collect data on counties, precincts, voting machines, ballots, candidates, election results and upload statistics.
- 6.3.8 The proposed application must allow administrators to make changes to system configuration information.
 - 6.3.8.1 The proposed application must provide functionality for administrators to manage user population. (create/delete/assign permissions).
 - 6.3.8.2 The proposed application must allow authorized users to manually enter election data.
 - 6.3.8.3 The proposed application must provide functionality for authorized users to edit imported election data.
- 6.4 The Vendor must provide documentation demonstrating industry standards of functionality. The proposed documentation should give emphasis to connectivity and communication rates, the maximum number of simultaneous host connections, and the maximum number of simultaneous UI system users.
- 6.5 The proposed solution must use appropriate levels of security to prevent unauthorized additions, deletions, or modifications to election data.
- 6.6 Vendor must provide pricing for the proposed software, maintenance, and support in Attachment A, *Cost Information Form*.

- 6.7 Vendor must state qualifications to include organization of the company, number of years in business, number of years products/services of similar scope/size to this project have been sold, partnerships, etc.
- 6.8 If any component(s) necessary for operation of the requested system is omitted from Vendor's proposal, Vendor must be willing to provide the component(s) at no additional cost.

7. INSTALLATION

- 7.1 Vendor must provide an optional, not-to-exceed cost for installation in Attachment A, *Cost Information Form*. Installation will include, but is not limited to software installation and meeting with MSOS to verify installation requirements.
- 7.2 Vendor must detail the installation approach and plan, including management software, systems software, and any other requirements for installation and operation.
- 7.3 Vendor must describe any additional hardware, software or services that have not been specified in this LOC that will be required to facilitate the implementation and management of the proposed application. All omissions will be provided to the State at no additional cost.

8. TRAINING

- 8.1 The Vendor must propose optional, on-site, "train-the-trainer" training on the use of the proposed application for the MSOS staff involved with the operation and ongoing support of the application.
 - 8.1.1 A detailed description of the training including course/class content, duration, and number of staff/size of class must be included with Vendor's response.
 - 8.1.2 Costs associated with training must be included in Attachment A, *Cost Information Form*, as a separate line item. The new system must be fully functional before the training and assistance will be considered complete.
- 8.2 Vendor must indicate if Vendor personnel or 3rd party personnel will provide the training. If 3rd party personnel will provide the training, Vendor must submit documentation substantiating authorization of the 3rd party to provide the training. If Vendor personnel will provide the training, Vendor must submit

documentation substantiating authorization to provide training if the Vendor is not the manufacturer/developer of the proposed item.

- 8.3 The Vendor must provide information and pricing separately for other training options available.

9. WARRANTY

9.1 Software

- 9.1.1 The warranty period will not begin until the application is fully implemented and accepted by MSOS.
- 9.1.2 The warranty period involves a one-year period during which the Vendor must warrant that the application performs as stated in the LOC and Vendor's proposal at no cost to the State. The warranty period must include the necessary Vendor support to correct any application deficiencies found and to provide any other system consultation as needed.
- 9.1.3 The Vendor must agree to warrant any and all application software proposed to be free of errors for a minimum period of one year after acceptance of such software. During this period, the Vendor will agree to correct any errors discovered at his own expense. If the system fails during warranty due to a defect, the Vendor will offer a workaround solution within 24 hours and a full fix within 5 business days.
- 9.1.4 The warranty must apply to the base package, plus any additional reports, subroutines, interfaces, utilities, documentation, or other items proposed and delivered by the Vendor specifically for this procurement.

9.2 Services

- 9.2.1 The warranty period for installation and configuration services begins after the software and hardware have been successfully installed and configured by the Vendor and accepted by MSOS.
- 9.2.2 The warranty period involves a one-year period on all labor and configuration.
- 9.2.3 All defects as a result of improper installation or configuration must be resolved within two (2) business days at no cost to the State.

10. SUPPORT

- 10.1 The Vendor must specify costs and details for providing annual support for three years beyond the warranty period including, but not limited to, the replacement of equipment working incorrectly.
 - 10.1.1 For optional consideration, the Vendor must specify other support options available and costs so that the State may select appropriate levels of support.
- 10.2 Vendor must specify the annual support and maintenance increase ceiling to which the Vendor is willing to agree. Price escalations, if any, for annual support and maintenance coverage will be permitted, but shall not exceed the lesser of a 5% increase or an increase consistent with the percent increase in the consumer price index, all Urban Consumer US City Average (C.P.I. -u) for the preceding year.
- 10.3 The Vendor must provide a toll free number for technical support/help desk during normal operating hours. Operating hours are 7:00 AM to 10:00 PM Central Time on election days and 8:00 AM to 5:00 PM Central Time Monday through Friday on non-election days. The Vendor technical support/help desk would be utilized by the MSOS, or their designee, staff only.
 - 10.3.1 The Vendor must provide a one (1) hour telephone response time, unless otherwise denoted.
 - 10.3.1.1 Vendor must provide a 30 minute telephone response on election days.
 - 10.3.2 The Vendor must provide a two (2) hour business day resolution turnaround, unless otherwise denoted.
 - 10.3.2.1 Vendor must provide a one (1) hour resolution turnaround on election days.
 - 10.3.3 The Vendor must specify the normal expected response time to support calls based upon Vendor's past experience.
- 10.4 The State prefers that the Vendor also provide on-line web support.
- 10.5 Vendor must fully describe other features offered by the proposed post-warranty support plan.

- 10.6 The Vendor must indicate how services under this contract will be handled, from the initial call to reaching a solution. This information should include escalation procedures as well.

11. MANUFACTURER DIRECT MAINTENANCE

- 11.1 ITS understands that the maintenance requested in this LOC may be provided directly by the manufacturer. If Vendor is the named manufacturer and will be supplying the maintenance services directly, Items 11.1.4 through 11.1.12 do not have to be completed.
- 11.1.1 Responding Vendor must clarify whether he is the named manufacturer and will be supplying the maintenance services directly or whether he is a third party reseller selling the maintenance services on behalf of the manufacturer.
- 11.1.2 Responding Vendor must explain his understanding of when or whether the manufacturer will ever sell the maintenance services directly and, if so, under what circumstances.
- 11.1.2.1 If the responding Vendor to this LOC will only be reselling manufacturer's maintenance services, it is ITS' understanding that this is basically a "pass through" process.
- 11.1.2.2 Please provide a detailed explanation of the relationship of who will be providing the requested maintenance, to whom the purchase order is made, and to whom the remittance will be made. If there is a difference in the year one maintenance purchase versus subsequent years of maintenance, the responding Vendor must clarify and explain.
- 11.1.3 Manufacturer Direct Maintenance when sold directly through the manufacturer: Fixed Cost
- 11.1.3.1 If responding Vendor is the direct manufacturer, he must propose annual fixed pricing for three years of the requested maintenance. Vendor must provide all details of the maintenance/support and all associated costs.

- 11.1.3.2 It is ITS' preference that the Manufacturer's proposal is a not-to-exceed firm commitment. In the event that the manufacturer cannot commit to a fixed cost for the subsequent years of maintenance after year one, Manufacturer must specify the annual maintenance increase ceiling offered by his company on the proposed products. Vendor must state his policy regarding increasing maintenance charges. Price escalations for Maintenance shall not exceed 5% per year.
- 11.1.4 Manufacturer Direct Maintenance when sold through 3rd Party: Fixed Cost-Plus Percentages
 - 11.1.4.1 In the case of a third-party "pass-through" ITS realizes that the responding reseller may not be able to guarantee a fixed price for maintenance after year one since his proposal is dependent on the manufacturer's pricing or possibly on a distributor's pricing.
 - 11.1.4.2 It is ITS' preference that the responding reseller work with the manufacturer to obtain a commitment for a firm fixed price over the requested maintenance period.
- 11.1.5 In the event that the responding reseller cannot make a firm fixed maintenance proposal for all the years requested, the responding reseller is required to provide a fixed percentage for his mark-up on the manufacturer direct maintenance that he is selling as a third party reseller in lieu of a price ceiling based on a percentage yearly increase. In this scenario, Resellers must include in the Pricing Spreadsheets the price the Vendor pays for the maintenance and the percentage by which the final price to the State of Mississippi exceeds the Vendor's cost for the maintenance (i.e. cost-plus percentage).
 - 11.1.5.1 Alternatively, Resellers may propose a fixed percentage for their mark down on the manufacturer's direct maintenance based on a national benchmark from the manufacturer, such as GSA, Suggested Retail Price (SRP) or the manufacturer's web pricing. This national

benchmark pricing must be verifiable by ITS during the maintenance contract.

- 11.1.6 The cost-plus/minus percentage will be fixed for the term specified in the LOC. To clarify, the State's cost for the products will change over the life of the award if the price the Vendor must pay for a given product increases or decreases. However, the percentage over Vendor cost which determines the State's final price WILL NOT change over the life of the award.
- 11.1.7 ITS will use this percentage in evaluating cost for scoring purposes.
- 11.1.8 Periodic Cost-Plus Verification - At any time during the term of this contract, the State reserves the right to request from the awarded Vendor, access to and/or a copy of the Manufacturer's Base Pricing Structure for pricing verification. This pricing shall be submitted within seven (7) business days after the State's request. Failure to submit this pricing will be cause for Contract Default.
 - 11.1.8.1 Vendor Cost is defined as the Vendor's invoice cost from the distributor or manufacturer.
 - 11.1.8.2 The Vendor's Proposed State Price is defined as the Vendor Cost plus the proposed percentage mark-up.
- 11.1.9 Vendor must also indicate how future pricing information will be provided to the State during the term of the contract.
- 11.1.10 Vendor must indicate from whom he buys the maintenance: directly from the manufacturer or from what distributor.
- 11.1.11 Vendor must be aware that only price increases resulting from an increase in price by the manufacturer or distributor will be accepted. The Vendor's proposed percentage markup or markdown for these items, as well as the Vendor's percentage markup or markdown for any new items, MUST stay the same as what was originally proposed. Vendor must provide ITS with the suggested retail price.
- 11.1.12 Pricing proposed for the State MUST equal the Vendor's invoice cost from the distributor or manufacturer plus the maximum percentage markup that the reseller will add OR the manufacturer's national benchmark minus the cost percentage proposed.

12. REFERENCES

- 12.1 Vendor must provide at least three (3) references. A form for providing reference information is attached as Attachment B. ITS requires that references be from completed and/or substantially completed jobs that closely match this request. Reference information must include, at a minimum,
 - 12.1.1 Entity
 - 12.1.2 Supervisor's name
 - 12.1.3 Supervisor's telephone number
 - 12.1.4 Supervisor's e-mail address
 - 12.1.5 Length of Project
 - 12.1.6 Brief Description of Project to include Vendor's specific role in the project
- 12.2 The Vendor must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or Vendor intercession. Failure to provide this information in the manner described may subject the Vendor's proposal to being rated unfavorably relative to these criteria or disqualified altogether at the State's sole discretion.
- 12.3 References that are no longer in business cannot be used. Inability to reach the reference will result in that reference deemed non-responsive.
- 12.4 Vendors receiving negative references may be eliminated from further consideration.
- 12.5 ITS reserves the right to request information about the Vendor from any previous customer of the Vendor of whom ITS or SOS is aware, even if that customer is not included in the Vendor's list of references.

13. ADDITIONAL REQUIREMENTS

- 13.1 ITS acknowledges that the specifications within this LOC are not exhaustive. Rather, they reflect the known requirements that must be met by the proposed system. Vendors must specify, here, what additional components may be needed and are proposed in order to complete each configuration.
- 13.2 Vendor must specify the discounted price for each item. Freight is FOB destination. No itemized shipping charges will be accepted.

- 13.3 Vendor must provide all technical specifications and manuals (documentation) at the point of sale.
- 13.4 If Vendor proposes more than one alternative (no more than two), Vendor is responsible for identifying the alternative believed to be the best fit to meet the specified requirements.
- 13.5 A properly executed contract is a requirement of this LOC. After an award has been made, it will be necessary for the winning Vendor to execute a Software License and Maintenance Agreement with ITS. A *Standard Software License and Maintenance Agreement*, Attachment D, has been attached for your review. The inclusion of this *Software License and Maintenance Agreement* does not preclude ITS from, at its sole discretion, negotiating additional terms and conditions with the selected Vendor(s) specific to the project(s) covered by this LOC. If Vendor can not comply with any term or condition of this *Software License and Maintenance Agreement*, Vendor must list and explain each specific exception on the *Proposal Exception Summary Form*, Attachment C, explained in Item 14 and attached to this LOC. Winning Vendor must be willing to sign the attached *Software License and Maintenance Agreement* within ten (10) working days of the notice of award. If the *Software License and Maintenance Agreement* is not executed within the ten (10) working day period, ITS reserves the right to terminate negotiations with the winning Vendor and proceed to negotiate with the next lowest and best Vendor in the evaluation.
- 13.6 Vendor must provide the state of incorporation of the company and a name, title, address, telephone number and e-mail for the "Notice" article of the contract.

14. PROPOSAL EXCEPTIONS

- 14.1 Vendor must return the attached Proposal Exception Summary Form, Attachment C, with all exceptions listed and clearly explained or state "No Exceptions Taken." If no Proposal Exception Summary Form is included, the Vendor is indicating that no exceptions are taken.
- 14.2 Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this memorandum, including a specification denoted as mandatory, as long as the following are true:
 - 14.2.1 The specification is not a matter of State law;
 - 14.2.2 The proposal still meets the intent of the procurement;
 - 14.2.3 A *Proposal Exception Summary Form* (Attachment C) is included with Vendor's proposal; and

- 14.2.4 The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification, on the *Proposal Exception Summary Form* (Attachment C).
- 14.3 The Vendor has no liability to provide items to which an exception has been taken. ITS has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and ITS will discuss each exception and take one of the following actions:
 - 14.3.1 The Vendor will withdraw the exception and meet the specification in the manner prescribed;
 - 14.3.2 ITS will determine that the exception neither poses significant risk to the project nor undermines the intent of the procurement and will accept the exception;
 - 14.3.3 ITS and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or,
 - 14.3.4 None of the above actions is possible, and ITS either disqualifies the Vendor's proposal or withdraws the award and proceeds to the next ranked Vendor.
- 14.4 Should ITS and the Vendor reach a successful agreement, ITS will sign adjacent to each exception which is being accepted or submit a formal written response to the *Proposal Exception Summary* responding to each of the Vendor's exceptions. The *Proposal Exception Summary*, with those exceptions approved by ITS, will become a part of any contract on acquisitions made under this procurement.
- 14.5 An exception will be accepted or rejected at the sole discretion of the State.
- 14.6 The State desires to award this LOC to a Vendor or Vendors with whom there is a high probability of negotiating a mutually agreeable contract, substantially within the standard terms and conditions of the State's LOC, including the Standard Software License and Maintenance Agreement, Attachment D, if included herein. As such, Vendors whose proposals, in the sole opinion of the State, reflect a substantial number of material exceptions to this LOC, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.

- 14.7 For Vendors who have successfully negotiated a contract with ITS in the past, ITS requests that, prior to taking any exceptions to this LOC, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to ITS or participated in contract negotiations with ITS on behalf of their company, to ensure the Vendor is consistent in the items to which it takes exception.

15. SCORING METHODOLOGY

- 15.1 An Evaluation Team composed of MSOS and ITS staff will review and evaluate all proposals. All information provided by the Vendors, as well as any other information available to evaluation team, will be used to evaluate the proposals.

15.1.1 Each category included in the scoring mechanism is assigned a weight between one and 100.

15.1.2 The sum of all categories, other than Value-Add, equals 100 possible points.

15.1.3 Value-Add is defined as product(s) or service(s), exclusive of the stated functional and technical requirements and provided to the State at no additional charge, which, in the sole judgment of the State, provide both benefit and value to the State significant enough to distinguish the proposal and merit the award of additional points. A Value-Add rating between 0 and 5 may be assigned based on the assessment of the evaluation team. These points will be added to the total score.

15.1.4 For the evaluation of this LOC, the Evaluation Team will use the following categories and possible points:

15.1.5

Non-Cost Categories	Possible Points
Vendor Qualifications	15 Points
Functionality	30 Points
General Requirements	5 Points
Demonstration	5 Points
Services (Training & Support)	10 Points
Maximum Possible Points	65 Points

- 15.2 The evaluation will be conducted in three stages as follows:

15.2.1 Stage 1 – Selection of Responsive/Valid Proposals – Each proposal will be reviewed to determine if it is sufficiently responsive to the LOC requirements to permit a complete evaluation. A responsive proposal must comply with the instructions stated in this LOC with regard to content, organization/format, Vendor experience and timely delivery. No evaluation points will be awarded in this stage. Failure to submit a complete proposal may result in rejection of the proposal.

15.3 Stage 2 – Cost Evaluation

15.3.1 Points will be assigned using the following formula:

$$(1 - ((B - A) / A)) * n$$

Where:

A = Total lifecycle cost of lowest valid proposal

B = Total lifecycle cost of proposal being scored

n = Maximum number of points allocated to cost for this acquisition

15.3.2 Cost categories and maximum point values are as follows:

Cost Category	Possible Points
Lifecycle Cost	30 Points
Change Order	5 Points
Maximum Possible Points	35 Points

15.4 Stage 3 – Selection of the successful Vendor

15.4.1 Optional Oral Presentation and demonstration - At the State's option, Vendors remaining in a competitive posture near the end of the evaluation may be requested to make an oral presentation. This presentation must be in person in Jackson, Mississippi at the Vendor's expense and conducted within seven (7) calendar days of notification. Estimated presentation dates are included in Item 4, Procurement Project schedule, in Section VII. The presentation must be made by the Vendor's proposed project principal. The presentation is intended to give the State an opportunity to become acquainted with the Vendor's project principal, receive a first-hand

understanding of the proposal and engage in a question and answer session.

- 15.4.2 Final Quantitative Evaluation - Following any requested presentations, the Evaluation Team will re-evaluate any technical/functional scores as necessary. The technical/functional and cost scores will then be combined to determine the Vendor's final score.

16. INSTRUCTIONS TO SUBMIT PRODUCT AND COST INFORMATION

Please use the attached *Cost Information Form* (Attachment A) to provide cost information. Follow the instructions on the form. Incomplete forms will not be processed.

17. DELIVERY INSTRUCTIONS

- 17.1 **Vendor must deliver the response to Ravaughn Robinson at ITS no later than Thursday, January 12, 2012, at 3:00 P.M. (Central Time).** Responses may be delivered by hand, via regular mail, overnight delivery, e-mail, or by fax. Fax number is (601) 713-6380. ITS WILL NOT BE RESPONSIBLE FOR DELAYS IN THE DELIVERY OF PROPOSALS. It is solely the responsibility of the Vendor that proposals reach ITS on time. Vendors should contact Ravaughn Robinson to verify the receipt of their proposals. Proposals received after the deadline will be rejected.
- 17.2 If you have any questions concerning this request, please e-mail Ravaughn Robinson of ITS at Ravaughn.Robinson@its.ms.gov. **Any questions concerning the specifications detailed in this LOC must be received no later than Tuesday, January 3, 2012, at 3:00 P.M. (Central Time).**

Enclosures: Attachment A, Cost Information Form
Attachment B, Reference Information Form
Attachment C, Proposal Exception Summary Form
Attachment D, Standard Software License and Maintenance Agreement

ATTACHMENT A
COST INFORMATION FORM – LOC NUMBER 39409

Please submit all unit and extended costs, as well as all required supporting details and other requested information, using the format below.

Send your completed Cost Information Form, along with your point-by-point response to the LOC, a completed Reference Information Form, and your Proposal Exception Summary Form, to the Technology Consultant listed below on or before the date and time indicated in the Procurement Project Schedule. If all necessary information is not included, your response cannot be considered.

ITS Technology Consultant

Name: Ravaughn Robinson **RFP #** 3644/3645

Company Name: _____ **Date:** _____

Contact Name: _____ **Phone #:** _____

Contact E-mail: _____

MFG	MFG #*	DESCRIPTION	QTY	UNIT COST	EXTENDED COST
		GRAND TOTAL			

*Manufacturer model number, not Vendor number. If Vendor's internal number is needed for purchase order, include an additional column for that number

ATTACHMENT B
REFERENCE INFORMATION FORM

The information provided below will be used to contact references.

Entity	
Supervisor's Name	
Supervisor's Title	
Supervisor's Telephone #	
Supervisor's E-Mail Address	
Length of Project	
Brief Description of Project	

Entity	
Supervisor's Name	
Supervisor's Title	
Supervisor's Telephone #	
Supervisor's E-Mail Address	
Length of Project	
Brief Description of Project	

Entity	
Supervisor's Name	
Supervisor's Title	
Supervisor's Telephone #	
Supervisor's E-Mail Address	
Length of Project	
Brief Description of Project	

ATTACHMENT C
PROPOSAL EXCEPTION SUMMARY FORM

ITS LOC Reference	Vendor Proposal Reference	Brief Explanation of Exception	ITS Acceptance (sign here only if accepted)
(Reference specific outline point to which exception is taken)	(Page, section, items in Vendor's proposal where exception is explained)	(Short description of exception being made)	

ATTACHMENT D
PROJECT NUMBER 39409
SOFTWARE LICENSE AND MAINTENANCE AGREEMENT
BETWEEN
INSERT VENDOR NAME
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
MISSISSIPPI SECRETARY OF STATE'S OFFICE

This Software License and Maintenance Agreement (hereinafter referred to as "Agreement") is entered into by and between **INSERT VENDOR NAME**, a **INSERT STATE OF INCORPORATION** corporation having its principal place of business at **INSERT VENDOR STREET ADDRESS** (hereinafter referred to as "Licensor"), and Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the Mississippi Secretary of State's Office located at 401 Mississippi Street, Jackson, Mississippi 39201 (hereinafter referred to as "Licensee"). ITS and Licensee are sometimes collectively referred to herein as "State."

WHEREAS, Licensee, pursuant to Letter of Configuration Number 39409 dated **INSERT DATE** (hereinafter referred to as "LOC") based on General Request for Proposals (hereinafter referred to as "RFP") Number 3644, requested proposals for the acquisition of software, services, and technical support necessary for the implementation of software to securely transfer statewide election results to the existing real-time election night reporting system, as described in the LOC; and

WHEREAS, Licensor was the successful proposer in an open, fair, and competitive procurement process to provide the software and services described herein;

NOW THEREFORE, in consideration of the mutual understandings, promises, consideration, and agreements set forth, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

The following terms as used herein shall have the following meanings:

1.1 "Documentation" means the published user and technical manuals and documentation that Licensor makes generally available for the Software.

1.2 "Enhancements" means the fixes, updates, upgrades, or new versions of the Software or Documentation that Licensor may provide to Licensee under this Agreement.

1.3 “Licensee” means the Mississippi Secretary of State's Office, its employees, and any third party consultants or Outsourcers engaged by Licensee who have a need to know and who shall be bound by the terms and conditions of this Agreement.

1.4 “Licensor” means **INSERT VENDOR NAME** and its successors and assigns.

1.5 “Products” means the Software, Documentation, Enhancements, and any copy of the Software, Documentation, or Enhancements.

1.6 “Software” means the machine-readable object code version of the computer programs described in and specifically identified in the attached Exhibit A, whether embedded on disc, tape, or other media.

ARTICLE 2 TERM OF AGREEMENT

2.1 The effective date of this Agreement shall be the date it is signed by all parties and, provided that Licensee has paid all applicable fees, its term is perpetual, unless terminated as prescribed elsewhere in this Agreement. The Products must be delivered, installed, accepted by Licensee, and all training and other tasks required under this Agreement, with the exception of warranty service or software maintenance, completed on or before March 13, 2012, unless a change in this date is mutually agreed to in writing by the Licensee and the Licensor. Software, as used herein, also includes future updates/revisions and new releases of the Software that Licensor may provide to Licensee under this Agreement.

2.2 This Agreement will become a binding obligation on the State only upon the issuance of a valid purchase order by the Licensee, following contract execution and the issuance by ITS of the CP-1 Acquisition Approval Document.

ARTICLE 3 SCOPE OF LICENSE

Licensor hereby grants to Licensee a non-exclusive, non-transferable, and perpetual license to use the Products for Licensee's business operations subject to the terms of this Agreement. Licensee may license additional Software Products by executing a written amendment to this Agreement and paying an additional license fee.

ARTICLE 4 DELIVERY, RISK OF LOSS, AND ACCEPTANCE

4.1 Licensor shall deliver and install the Software and Documentation to the location specified by Licensee and pursuant to the delivery schedule mutually agreed to by the parties.

4.2 Licensor shall assume and bear the entire risk of loss and damage to the Products from any cause whatsoever while in transit and at all times throughout Licensor's possession thereof.

4.3 Licensee shall have thirty (30) calendar days after installation of the Software by Licensor to evaluate and test the Software to confirm that it performs without any defects and in

accordance with the LOC, General RFP No. 3644, Licensors' Proposals in response thereto, and Licensors' user Documentation. Licensee shall immediately thereafter notify Licensors in writing of any defects in the Software, which must be corrected prior to payment being made. Thereafter, Licensors shall have ten (10) working days in which to either repair or replace the defective Software, all at Licensors' expense. In the event Licensors is unable to repair or replace the Software, Licensee may terminate this Agreement pursuant to the Termination Article herein.

ARTICLE 5 CONSIDERATION AND METHOD OF PAYMENT

5.1 Except as provided in the Change Order Rate and Procedure Article of this Agreement, the total compensation to be paid to the Licensors by the Licensee shall not exceed the fixed price of **\$INSERT AMOUNT** for all software, products, services, travel, performances and expenses under this Agreement, payable as described in Exhibit A, unless prior written authorization from ITS has been obtained. Authorization of payments is subject to the written approval of the Licensee.

5.2 The Licensors and the Licensee agree to the Deliverable Schedule as set forth in the Payment Schedule and Deliverables List included as Exhibit A to this Agreement. The Licensors will receive payment in the amount indicated in Exhibit A, less retainage to be withheld in accordance with the Retainage Article herein, upon written acceptance by the Licensee of each of the deliverables defined therein. The parties agree that as the project work plan is revised by written agreement of the parties during the term of this Agreement, the anticipated dates for acceptance of deliverables and for the corresponding payments to the Licensors, but not the amounts of those payments, may likewise be revised only by written agreement of the parties.

5.3 Upon written acceptance, as set forth in Article 4 herein, by the Licensee of a deliverable which has an associated payment, the Licensors will invoice the Licensee for the invoice amount of that payment as indicated in the attached Exhibit A, less retainage to be withheld in accordance with the Retainage Article herein. Licensors shall certify that the billing is true and correct. Licensors shall submit invoices and supporting documentation to Licensee electronically during the term of this Agreement using the processes and procedures identified by the State. Licensee agrees to pay Licensors in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Sections 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the State within forty-five (45) days of receipt of the invoice. Licensors understands and agrees that Licensee is exempt from the payment of taxes. All payments should be made in United States currency. Payments by state agencies using the Statewide Automated Accounting System ("SAAS") shall be made and remittance information provided electronically as directed by the State. These payments by SAAS agencies shall be deposited into the bank account of the Licensors' choice. No payment, including final payment, shall be construed as acceptance of defective products or incomplete work, and the Licensors shall remain responsible and liable for full performance in strict compliance with the contract documents specified in the article herein titled "Entire Agreement."

5.4 Acceptance by the Licensor of the last payment from the Licensee shall operate as a release of all claims against the State by the Licensor and any subcontractors or other persons supplying labor or materials used in the performance of the work under this Agreement.

ARTICLE 6 OWNERSHIP, USE, AND RESTRICTIONS ON USE

6.1 Licensee acknowledges that the Software Products shall remain the exclusive property of Licensor. Licensee acknowledges that it has no right to or interest in the Software Products other than as expressly granted herein. Licensee shall not remove any identification notices affixed to the Software Products or their packaging.

6.2 Licensee is granted the right to make sufficient copies of the Products to support its use and for archival and disaster recovery purposes. Licensee shall include Licensor's confidentiality and proprietary rights notices on any copies made of the Products.

6.3 Licensee acknowledges that the Software Products are trade secrets and confidential information of Licensor. Neither the Software Products nor any physical media containing the Software may be used, copied, disclosed, broadcast, sold, re-licensed, distributed, or otherwise published by Licensee except as expressly permitted by this Agreement. Licensee shall use reasonable efforts to maintain the confidential nature of the Software Products.

6.4 Licensee is granted the right to customize the Software for its use. Licensee may not resell or sub-license the original Software or the customized version.

6.5 Licensee agrees that, except as noted herein, it will not otherwise copy, translate, modify, adapt, decompile, disassemble, or reverse engineer any of the Software without the prior written consent of Licensor.

ARTICLE 7 WARRANTIES

7.1 Licensor represents and warrants that it has the right to license the Products provided under this Agreement.

7.2 Licensor represents and warrants that the Products provided by Licensor shall meet or exceed the minimum specifications set forth in the LOC, General RFP No. 3644 and Licensor's Proposals in response thereto.

7.3 Licensor represents and warrants that all work performed hereunder, including but not limited to consulting, training, and Software maintenance, shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Licensor shall, for a period

of ninety (90) days from the performance of service, perform the services again at no cost to the Licensee, or if the Licenser is unable to perform the services as warranted, the Licenser shall reimburse the Licensee the fees paid to the Licenser for the unsatisfactory services.

7.4 Licenser represents and warrants that neither the Software nor Enhancements shall contain disabling code or a lockup program or device. Licenser further agrees that it will not under any circumstances, including enforcement of a valid contract right, (a) install or trigger a lockup program or device, or (b) take any step which would in any manner interfere with Licensee's licensed use of the Software or Enhancements and/or which would restrict Licensee from accessing its data files or in any way interfere with the transactions of Licensee's business. For any breach of this warranty, Licenser, at its expense, shall, within five (5) working days after receipt of notification of the breach, deliver Products to Licensee that are free of such disabling code or a lockup program or device.

7.5 In addition, Licenser represents and warrants that neither the Software nor Enhancements delivered to Licensee contain a computer virus. For purposes of this provision, a computer virus shall be defined as code intentionally inserted in the Software or Enhancements that will damage or destroy Licensee's applications or data. For any breach of this warranty, Licenser, at its expense, shall, within five (5) working days after receipt of notification of the breach, deliver Products to Licensee that are free of any virus and shall be responsible for repairing, at Licenser's expense, any and all damage done by the virus to Licensee's site.

7.6 Licenser represents and warrants that the Software will operate free from defects for a period of one (1) year after acceptance and will provide Licensee complete functionality necessary for the operation of the system as stated in the LOC, General RFP No. 3644 and the Licenser's Proposals in response thereto. This warranty shall cover all components of the system, including but not limited to all programs, screens, reports, subroutines, utilities, file structures, documentation, interfaces, or other items provided by the Licenser. This warranty will apply to the base package plus any customized programs, screens, reports, subroutines, interfaces, utilities, file structures, documentation, or other items proposed and delivered by the Licenser specifically for this project. The Licenser shall give immediate high priority attention to any mission critical corrections that are needed. Licenser's obligations pursuant to this warranty shall include, but are not limited to, the repair of all defects or the replacement of the Software at the expense of Licenser. If the Software fails during the warranty, Licenser shall provide Licensee with a workaround solution within twenty-four (24) hours and a full fix within five (5) business days. In the event Licenser is unable to repair or replace the Software within five (5) business days after receipt of notice of the defect, Licensee shall be entitled to a full refund of fees paid and shall have the right to terminate this Agreement in whole or in part. Licensee's rights hereunder are in addition to any other rights Licensee may have.

7.7 Licenser represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated

(Supp2008), and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Licensor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security where required, to provide a copy of each such verification to the State. Licensor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Licensor understands and agrees that any breach of these warranties may subject Licensor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Licensor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Licensor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

7.8 Licensor represents and warrants that the system provided pursuant to this Agreement will pass both internal security audits and independent security audits. For any breach of the preceding warranty at any time during which the system is covered by warranty, maintenance and/or support, Licensor shall, at its own expense and at no cost to Licensee, remediate any defect, anomaly or security vulnerability in the system by repairing and/or replacing any and all components of the system necessary in order for the system to be secure.

7.9 Licensor represents and warrants that no official or employee of Licensee or of ITS, and no other public official of the State of Mississippi who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of said project, voluntarily acquire any personal interest, direct or indirect, in this Agreement. The Licensor warrants that it has removed any material conflict of interest prior to the signing of this Agreement, and that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its responsibilities under this Agreement. The Licensor also warrants that in the performance of this Agreement no person having any such known interests shall be employed.

7.10 The Licensor represents and warrants that no elected or appointed officer or other employee of the State of Mississippi, nor any member of or delegate to Congress has or shall benefit financially or materially from this Agreement. No individual employed by the State of Mississippi shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom. The State of Mississippi may, by written notice to the Licensor, terminate the right of the Licensor to proceed under this Agreement if it is found, after notice and hearing by

the ITS Executive Director or his/her designee, that gratuities in the form of entertainment, gifts, jobs, or otherwise were offered or given by the Licensor to any officer or employee of the State of Mississippi with a view toward securing this Agreement or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performing of such contract, provided that the existence of the facts upon which the ITS Executive Director makes such findings shall be in issue and may be reviewed in any competent court. In the event this Agreement is terminated under this article, the State of Mississippi shall be entitled to pursue the same remedies against the Licensor as it would pursue in the event of a breach of contract by the Licensor, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.

ARTICLE 8 INFRINGEMENT INDEMNIFICATION

Licensor represents and warrants that neither the Products and their elements nor the use thereof violates or infringes on any copyright, patent, trademark, servicemark, trade secret, or other proprietary right of any person or entity. Licensee shall notify Licensor promptly of any infringement claim of which it has knowledge and shall cooperate with Licensor in the defense of such claim by supplying information, all at Licensor's expense. Licensor, at its own expense, shall defend or settle any and all infringement actions filed against Licensor or Licensee which involve the Products provided under this Agreement and shall pay all settlements, as well as all costs, attorney fees, settlements, damages, and judgment finally awarded against Licensee. If the continued use of the Products for the purpose intended is threatened to be enjoined or is enjoined by any court of competent jurisdiction, Licensor shall, at its expense: (a) first procure for Licensee the right to continue using the Products, or upon failing to procure such right; (b) modify or replace the Products, or components thereof, with non-infringing Products so it becomes non-infringing, or upon failing to secure either such right; (c) refund the license fees previously paid by Licensee for the Products Licensee may no longer use. Said refund shall be paid within ten (10) working days of notice to Licensee to discontinue said use.

ARTICLE 9 MODIFICATION

This Agreement may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Agreement necessary.

ARTICLE 10 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS

10.1 In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that Licensor represents all contractors, third parties, and/or subcontractors Licensor has assembled for this project. The Licensee is required to negotiate only with Licensor, as Licensor's commitments are binding on all proposed contractors, third parties, and subcontractors.

10.2 Neither party may assign or otherwise transfer this Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. This Agreement shall be binding upon the parties' respective successors and assigns.

10.3 Licensors must obtain the written approval of Licensee before subcontracting any portion of this Agreement. No such approval by Licensee of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Licensee in addition to the total fixed price agreed upon in this Agreement. All subcontracts shall incorporate the terms of this Agreement and shall be subject to the terms and conditions of this Agreement and to any conditions of approval that Licensee may deem necessary.

10.4 Licensors represents and warrants that any subcontract agreement Licensors enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the Licensee, that the subcontractor acknowledges that no privity of contract exists between the Licensee and the subcontractor, and that the Licensors is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with the Licensors. The Licensors shall indemnify and hold harmless the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs, and expenses of every kind and nature whatsoever arising as a result of Licensors' failure to pay any and all amounts due by Licensors to any subcontractor, materialman, laborer, or the like.

10.5 All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication, or settlement of any dispute between the Licensors and the Licensee, where such dispute affects the subcontract.

ARTICLE 11 AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the Licensee to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of this Agreement are, at any time, not forthcoming or insufficient through the failure of the federal government to provide funds, the State of Mississippi to appropriate funds, the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the Licensee, the Licensee shall have the right to immediately terminate this Agreement without damage, penalty, cost, or expense to the Licensee of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. In the event of termination, Licensors shall be entitled to receive just and equitable compensation for satisfactory work completed or services rendered by Licensors in connection with this Agreement as of the date of receipt of notification of termination.

ARTICLE 12 TERMINATION

Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated in whole or in part as follows: (a) upon the mutual, written agreement of the parties; (b) by Licensee upon thirty (30) days written notice to Licensor without the assessment of any penalties if Licensor becomes the subject of bankruptcy, reorganization, liquidation, or receivership proceedings, whether voluntary or involuntary; (c) by Licensee upon thirty (30) days written notice to Licensor without the assessment of any penalties in the event Licensee determines it is in the best interest of the State of Mississippi to terminate this Agreement; or (d) by either party in the event of a breach of a material term or provision of this Agreement where such breach continues for thirty (30) days after the breaching party receives written notice from the other party. Upon termination, Licensee will be entitled to a refund of applicable unexpended prorated annual Software maintenance fees/charges, if any. In the event of termination, Licensor shall be entitled to receive just and equitable compensation for satisfactory work completed or services rendered by Licensor in connection with this Agreement as of the date of receipt of notification of termination. In no case shall said compensation exceed the total contract price. The provisions of this article do not limit either party's right to pursue any other remedy available at law or in equity.

ARTICLE 13 GOVERNING LAW

This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi, and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Licensor expressly agrees that under no circumstances shall Licensee be obligated to pay an attorney's fee, prejudgment interest, or the cost of legal action to Licensor. Further, nothing in this Agreement shall affect any statutory rights Licensee may have that cannot be waived or limited by contract.

ARTICLE 14 WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement. A waiver by the State, to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the State.

ARTICLE 15 SEVERABILITY

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law, provided that the State's purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

ARTICLE 16 CAPTIONS

The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision or section of this Agreement.

ARTICLE 17 HOLD HARMLESS

To the fullest extent allowed by law, Licensor shall indemnify, defend, save and hold harmless, protect, and exonerate Licensee, its Board Members, officers, employees, agents, and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs, and expenses of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, attorney fees, and claims for damages arising out of or caused by Licensor and/or its partners, principals, agents, employees, or subcontractors in the performance of or failure to perform this Agreement.

ARTICLE 18 THIRD PARTY ACTION NOTIFICATION

Licensor shall notify Licensee in writing within five (5) business days of Licensor filing bankruptcy, reorganization, liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Licensor or Licensee by any entity that may result in litigation related in any way to this Agreement and/or which may affect the Licensor's performance under this Agreement. Failure of the Licensor to provide such written notice to Licensee shall be considered a material breach of this Agreement and the Licensee may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

ARTICLE 19 AUTHORITY TO CONTRACT

Licensor warrants that it is a validly organized business with valid authority to enter into this Agreement, that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

ARTICLE 20 NOTICE

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means, provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. ITS' address for notice is: Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. Licensee's address for notice is: Ms. Karana Carroll, Deputy Chief of Staff, Mississippi Secretary of State's Office, 401 Mississippi Street, Jackson, Mississippi 39201. The Licensor's address for notice is: **INSERT NAME, TITLE, & ADDRESS OF VENDOR PERSON FOR NOTICE**. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

ARTICLE 21 RECORD RETENTION AND ACCESS TO RECORDS

Licensors shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Agreement. The Licensee, ITS, any state or federal agency authorized to audit Licensee, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this Agreement and to any of the Licensor's proposals, books, documents, papers and/or records that are pertinent to this Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Licensor's office as applicable where such records are kept during normal business hours. All records relating to this Agreement shall be retained by the Licensor for three (3) years from the date of receipt of final payment under this Agreement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

ARTICLE 22 INSURANCE

Licensors represent that it will maintain workers' compensation insurance as prescribed by law, which shall inure to the benefit of Licensor's personnel, as well as comprehensive general liability and employee fidelity bond insurance. Licensor will, upon request, furnish Licensee with a certificate of conformity providing the aforesaid coverage.

ARTICLE 23 DISPUTES

Any dispute concerning a question of fact under this Agreement, which is not disposed of by agreement of the Licensor and Licensee, shall be decided by the Executive Director of Mississippi Department of Information Technology Services or his/her designee. Licensor agrees to continue to provide such service, maintenance, and updates as Licensee may contract for and pay for pending the resolution of any dispute hereunder. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Agreement. Nothing in this Article shall abridge the right of either party to seek such other rights and remedies it may have at law or in equity.

ARTICLE 24 COMPLIANCE WITH LAWS

Licensors shall comply with, and all activities under this Agreement shall be subject to, all Licensee policies and procedures and all applicable federal, state, and local laws, regulations, policies, and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Licensor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin, or disability.

ARTICLE 25 CONFLICT OF INTEREST

Licensor shall notify Licensee of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to Licensee's satisfaction, Licensee reserves the right to terminate this Agreement.

ARTICLE 26 SOVEREIGN IMMUNITY

By entering into this Agreement with Licensor, the Licensee in no way waives its sovereign immunities or defenses as provided by law.

ARTICLE 27 CONFIDENTIAL INFORMATION

27.1 Both parties shall treat the other party's data and information to which it has access by Licensor's performance under this Agreement as confidential and shall not disclose such data or information to a third party without specific written consent. In the event that either party receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, the said party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by state or federal law. This section shall survive the termination or completion of this Agreement.

27.2 Licensor and Licensee shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("the Disclosing Party") which: (a) is or becomes known to the public without fault or breach of the party receiving confidential information of the Disclosing Party ("the Recipient"); (b) is furnished by the Disclosing Party to third parties without restriction on subsequent disclosure; (c) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; (d) is already in the Recipient's possession without an obligation of confidentiality; or (e) is independently developed by Recipient without reliance on the confidential information.

27.3 With the exception of any attached exhibits which are labeled as "confidential", the parties understand and agree that this Agreement, including any amendments and/or change orders thereto, does not constitute confidential information, and may be reproduced and distributed by the State without notification to Licensor. ITS will provide third party notice to Licensor of any requests received by ITS for any such confidential exhibits so as to allow Licensor the opportunity to protect the information by court order as outlined in ITS Public Records Procedures.

ARTICLE 28 EFFECT OF SIGNATURE

Each person signing this Agreement represents that he or she has read the Agreement in its entirety, understands its terms, is duly authorized to execute this Agreement on behalf of the parties, and agrees to be bound by the terms contained herein. Accordingly, this Agreement shall not be construed or interpreted in favor of or against the Licensee or the Licensor on the basis of draftsmanship or preparation hereof.

ARTICLE 29 ENTIRE AGREEMENT

29.1 This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating hereto, including any “shrink-wrap” version of the Software Product or any “click-wrap” or “browse-wrap” license presented in connection with a license via the Internet. The LOC, General RFP No. 3644 and Licensors’ Proposals in response thereto are hereby incorporated into and made a part of this Agreement.

29.2 The Agreement made by and between the parties hereto shall consist of and precedence is hereby established by the order of the following:

- A.** This Agreement signed by both parties;
- B.** Any exhibits attached to this Agreement;
- C.** LOC;
- D.** General RFP No. 3644; and
- E.** Licensors’ Proposals, as accepted by Licensee, in response to the LOC and General RFP No. 3644.

29.3 The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by the Licensor. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof, provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority; that is, the highest document begins with the first listed document (“A. This Agreement”) and the lowest document is listed last (“E. Licensors’ Proposals”).

ARTICLE 30 SURVIVAL

Articles 7, 8, 13, 17, 21, 26, 27, and all other articles, which by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement.

ARTICLE 31 DEBARMENT AND SUSPENSION CERTIFICATION

Licensor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (federal, state, or local) transaction or contract under a public transaction, including violation of federal or state anti-trust statutes, commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, and receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, including violation of federal or state anti-trust statutes, commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property; and (d) have, within a three (3) year period preceding this Agreement, had one or more public (federal, state, or local) transactions terminated for cause or default.

ARTICLE 32 COMPLIANCE WITH ENTERPRISE SECURITY POLICY

Licensor and Licensee understand and agree that all products and services provided by Licensor under this Agreement must be and remain in compliance with the State of Mississippi's Enterprise Security Policy. The parties understand and agree that the State's Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution. The State reserves the right to introduce a new policy during the term of this Agreement and require the Licensor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

ARTICLE 33 STATUTORY AUTHORITY

By virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the Executive Director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software, and services. The Licensor understands and agrees that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of Licensee's contractual obligations, financial or otherwise, contained within this Agreement.

ARTICLE 34 TRAINING

Licensor shall, for the fees specified in the attached Exhibit A, provide on-site, "train-the-trainer" training. Licensor and Licensee shall mutually agree on the time for the training and an outline of the training to be provided. Licensor specifically understands and agrees that Licensee will not accept the Software until Licensor completes the training requirements. Licensor agrees to provide, upon delivery, all Documentation needed to fully acquaint the user with the operation of the Software.

ARTICLE 35 SOFTWARE MAINTENANCE

35.1 Prior to expiration of the warranty period, Licensor shall notify Licensee in writing of the impending warranty expiration, and Licensee shall in turn notify Licensor of its decision to either obtain Software maintenance or to forgo Software maintenance. Upon notification of intent to

obtain Software maintenance, Licensor shall provide Licensee, for the annual fee specified in the attached Exhibit A, the Software maintenance services as herein described.

35.2 Licensor shall provide the following Software maintenance services: As part of the Software maintenance services, Licensor will maintain the Products in an operable condition according to the specifications contained in the technical manuals and as outlined in the LOC, General RFP No. 3644 and the Licensor's Proposals in response thereto. Licensor shall make available to Licensee during each annual maintenance period at least one (1) update to the Software Products that will incorporate any new features or enhancements to the licensed Products. Licensor shall also provide unlimited toll-free telephone support in the operation of the Software Products Monday through Friday, 8:00 A.M. to 5:00 P.M. (Central Time) on non-election days and Monday through Friday, 7:00 A.M. to 10:00 P.M. (Central Time) on election days. Licensor shall respond to Licensee via phone within thirty (30) minutes on election days and within four (4) hours on non-election days. Licensor shall resolve all problems within one (1) hour on election days and within two (2) days on non-election days. Priority placement in the support queue shall be given to all system locking situations or problems claimed by Licensee to be mission critical processes. Finally, Licensor shall provide on-site support in the operation of the Software Products if reasonably convenient or necessary in the opinion of the Licensor.

35.3 Sixty (60) days prior to the expiration of the initial Software maintenance period or any renewal term thereof, Licensor shall notify Licensee in writing of the impending expiration, and Licensee shall have thirty (30) days in which to notify Licensor of its intentions to either renew or cancel any further Software maintenance. In no event shall the cost for Software maintenance increase by more than five percent (5%) per year.

ARTICLE 36 ESCROW OF SOURCE CODE

36.1 With the execution of this Agreement, the Licensor shall place and maintain a current copy of the data dictionary, Documentation, object code, and source code in escrow and shall furnish Licensee with a copy of the escrow agreement and the name and address of the agent. The escrow agreement shall authorize the escrow agent to release, at no cost to Licensee, the data dictionary, Documentation, object code, and source code to Licensee if and when the Licensee is deemed to have a right under this article. The Licensor shall pay all costs of providing and maintaining the escrow agreement, including the fees of the escrow agent. The copy of the source code placed in escrow shall be reproduced and maintained on magnetic tape or disk using a commonly accepted data recording protocol. Program documentation sufficient to allow a competent programmer to use and maintain the source code programs must accompany the source code. When a change is made to the object code or source code by or on behalf of the Licensor during the term of the escrow agreement, the revised code, including the change, shall be delivered to the escrow agent not later than thirty (30) calendar days after the change is effected by or on behalf of the Licensor.

36.2 Provided that the Licensee is not then in substantial default under this Agreement, the Licensors shall provide to Licensee, at no cost and within ten (10) calendar days after receipt of Licensee's written request for it, one (1) complete copy of the data dictionary, Documentation, object code, and source code used in the preparation of the Software and custom modifications to the source code and object code as a result of this Agreement, brought up to date as of the date of delivery of such source code to Licensee, upon the occurrence of any of the following events: (a) any or all material parts of the source code or object code is generally made available, with or without additional cost, to other users of comparable Software; or (b) the Licensors or the software manufacturer's cessation, for any reason, to do business; or (c) the Licensors or the software manufacturer discontinues maintenance of the Software; or (d) bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation, or other similar proceedings are instituted by or against the Licensors or the software manufacturer.

36.3 Upon Licensee's written request, the escrow agent shall promptly conduct, at Licensors' expense, a Verification of the deposit materials in accordance with Licensee's requirements and with the requirements herein stated. "Verification" as used herein, means a procedure or process to determine the accuracy, completeness, sufficiency and quality of the deposit materials at a level of detail reasonably requested by Licensee. Verification may include, as required by Licensee (or by a third party on behalf of Licensee), file listing, compilation, size comparison, function comparison and on-line comparison services. A copy of the verification results shall be immediately provided by the escrow agent to the State.

36.4 Licensee (or a third party on behalf of Licensee) reserves the right from time to time and at any time to cause Verification of the deposit materials and to examine the deposit materials to verify conformance to the requirements of the LOC, General RFP No. 3644, the Licensors' Proposals, as accepted by Licensee, in response thereto, and this Agreement, all at Licensors' expense. Except as otherwise required by Licensee (or by a third party on behalf of Licensee and reasonably approved by Licensors), all Verification tasks shall be performed solely by employees of escrow agent and, at Licensee's option, of Licensee or a third party engaged by Licensee (subject to Licensors' reasonable approval of Licensee), without interference from Licensors; provided, however, that if and to the extent requested by Licensee (or by a third party on behalf of Licensee), Licensors shall at Licensors' expense provide to escrow agent and/or Licensee all reasonably necessary assistance and cooperation in connection with the performance of any Verification. Any Verification performed by the escrow agent or a third party engaged by the escrow agent (and acceptable to Licensee) shall be performed in a good, workmanlike, timely and professional manner by qualified persons fully familiar with the requirements, materials and technology involved in performing such Verifications.

36.5 Licensors shall, at its expense, implement a procedure whereby the escrow agent shall notify Licensee of all deposits to the software escrow based on software release updates. It is understood and agreed that updates shall occur at least on a quarterly basis.

ARTICLE 37 PERSONNEL ASSIGNMENT GUARANTEE

Licensors guarantees that the personnel assigned to this project will remain a part of the project throughout the duration of the Agreement, as long as the personnel are employed by the Licensor and are not replaced by Licensor pursuant to this Article. Licensor further agrees that the assigned personnel will function in the capacity for which their services were acquired throughout the life of the Agreement, and any failure by Licensor to so provide these persons shall entitle the State to terminate this Agreement for cause. Licensor agrees to pay the Licensee fifty percent (50%) of the total contract amount if any of the assigned personnel is removed from the project prior to the ending date of the contract for reasons other than departure from Licensor's employment. Subject to the State's written approval, the Licensor may substitute qualified persons in the event of the separation of the incumbents therein from employment with Licensor or for other compelling reasons that are acceptable to the State and may assign additional staff to provide technical support to Licensee. The replacement personnel shall have equal or greater ability, experience, and qualifications than the departing personnel and shall be subject to the prior written approval of the Licensee. The Licensor shall not permanently divert any staff member from meeting work schedules developed and approved under this Agreement, unless approved in writing by the Licensee. In the event of Licensor personnel loss or redirection, the services performed by the Licensor shall be uninterrupted, and the Licensor shall report in required status reports its efforts and progress in finding replacements and the effect of the absence of those personnel.

ARTICLE 38 RETAINAGE

To secure the Licensor's performance under this Agreement, the Licensor agrees that the Licensee shall hold back as retainage fifteen percent (15 %) of each amount payable, including amounts payable under Change Orders, under this Agreement. The retainage amount will continue to be held until final acceptance of the solution by the Licensee and the expiration of the warranty period.

ARTICLE 39 CHANGE ORDER RATE AND PROCEDURE

39.1 It is understood that the State may, at any time, by a written order, make changes in the scope of the project. No changes in scope are to be conducted or performed by the Licensor except by the express written approval of the State. The Licensor shall be obligated to perform all changes requested by the Licensee which have no price or schedule effect.

39.2 The Licensor shall have no obligation to proceed with any change that has a price or schedule effect until the parties have mutually agreed in writing thereto. Neither the State nor the Licensor shall be obligated to execute such a change order; if no such change order is executed, the Licensor shall not be obliged or authorized to perform services beyond the scope of this Agreement and the contract documents. All executed change orders shall be incorporated into previously defined deliverables.

39.3 With respect to any change orders issued in accordance with this Article, the Licensor shall be compensated for work performed under a change order according to the hourly change order rate specified in Exhibit A. If there is a service that is not defined in the change order rate, the Licensor and the State will negotiate the rate. The Licensor agrees that each change order rate shall be a “fully loaded” rate, that is, it includes the cost of all materials, travel expenses, per diem, and all other expenses and incidentals incurred by the Licensor in the performance of the change order. The Licensor shall invoice the Licensee upon acceptance by the Licensee of all work documented in the change order, and the Licensee shall pay invoice amounts on the terms set forth in this Agreement.

39.4 Upon agreement of the parties to enter into a change order, the parties will execute such a change order setting forth in reasonable detail the work to be performed thereunder, the revisions necessary to the specifications or performance schedules of any affected project work plan, and the estimated number of professional services hours that will be necessary to implement the work contemplated therein. The price of the work to be performed under any change order will be determined based upon the change order rate; however, the change order will be issued for a total fixed dollar amount and may not be exceeded regardless of the number of hours actually expended by the Licensor to complete the work required by that change order. The project work plan will be revised as necessary.

39.5 The Licensor will include in the progress reports delivered under this Agreement the status of work performed under all then current change orders.

39.6 In the event the Licensor and the State enter into a change order which increases or decreases the time required for the performance of any part of the work under this Agreement, the Licensor shall submit to the Licensee a revised version of the project work plan, clearly indicating all changes, at least five (5) working days prior to implementing any such changes.

39.7 The Licensee shall promptly review all revised project work plans submitted under this Agreement and shall notify the Licensor of its approval or disapproval, in whole or in part, of the proposed revisions, stating with particularity all grounds for any disapproval, within ten (10) working days of receiving the revisions from the Licensor. If the Licensee fails to respond in such time period or any extension thereof, the Licensee shall be deemed to have approved the revised project work plan.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

**State of Mississippi, Department of
Information Technology Services, on
behalf of Mississippi Secretary of State's
Office**

INSERT VENDOR NAME

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Printed Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

Mississippi Secretary of State's Office

By: _____
Authorized Signature

Printed Name: Karana Carroll

Title: Deputy Chief of Staff

Date: _____

EXHIBIT A